

**TOWN OF DUNSTABLE, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR THE**

**DUNSTABLE RURAL LAND TRUST**

This Grant Agreement made this first day of February, 2021, by and between the Town of Dunstable, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at 511 Main Street, Dunstable, MA 01827, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), the Town of Dunstable Community Preservation Committee (hereinafter the "COMMITTEE"), and the Dunstable Rural Land Trust (hereinafter the "TRUST"), having its usual place of business at 1070 Main Street, Dunstable, MA 01827.

WITNESSETH:

WHEREAS, the COMMITTEE invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c. 44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing the historical restoration and preservation of the Allen P. McLoon house at 59 Main Street in Dunstable, MA, (hereinafter referred to as the "Project"). The TRUST and the COMMITTEE reviewed and approved the Project and recommended that the January 28, 2021 Special Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated September 30, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of the Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

- a) Notwithstanding the TRUST's bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c. 44B.
  - b) Every six months until the Completion Date, the TRUST shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. The TRUST shall identify in writing a contact person responsible for the administration of the Project.
  5. Restriction. With respect to using the funds for the rehabilitation and preservation of historic resources, public or private, the TRUST shall obtain and execute a permanent historical preservation restriction meeting the statutory requirements of G.L. c. 44B and running to the benefit of the TOWN. The rehabilitation shall comply with "The Secretary of the Interior's Standards for the Treatment of Historic Properties", revised 2017, and codified in 36 C.F.R. Part 68. The deed restriction executed pursuant to this grant must be approved and accepted by the TOWN.
  6. Funding. CPA funds will be disbursed to the recipient only after receipt of invoices evidencing work completed for the project.
  7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
  8. Independent Status. The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.
  9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.
  10. Record Keeping. The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may

be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the Committee or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.
12. Termination. This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to Paragraph 6 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN and fails to cure within thirty (30) days after receipt of written notice from the Town of a breach of this Grant Agreement, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.
13. Compliance with Laws. The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.
14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.
15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF DUNSTABLE  
BOARD OF SELECTMEN

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DUNSTABLE RURAL LAND TRUST

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TOWN OF DUNSTABLE  
COMMUNITY PRESERVATION COMMITTEE

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